LOCAL MISCELLANY.

THE PRESBYTERIAN HOSPITAL. ATTITUDE OF THE DISMISSED PHYSICIANS AND OF THE MANAGERS-SOURCE OF THE TROUBLE-THE INDIGNATION MEETING.

The troubles at the Presbyterian Hospital, which came to the surface last Spring, have again been brought into prominence. The hospital, situated on Seventieth-st., between Fourth and Madison-aves., was started in 1868 under the most favorable auspices. The Board of Managers was composed of men well known in business and social circles, and the members of the medical staff were physicians of ability and prominence in their profession. To all external appearance the greatest harmony prevailed between the managers and the Medical Board, until last April, when, at the annual meeting, four of the attendant physicians were not reflected, and others were chosen to fill their positions The gentlemen thus dismissed, together with several members of the Medical Board, felt deeply hurt at this action of the managers, and five of the remaining members sent in their resignations. These resignations, at a meeting held in September, were referred to a committee consisting of John E. Parsons, Dr. Willard Barker, Morris K. Jesup, Walter Edwards, jr., and Joseph R. Skidmere, who reported against accepting them, and favored the investigation of the cases of the gentlemen who had been dismissed. In spite of this report the resignations were accepted, and the committee censured for overstepping the bounds of its authority. The members of the Committee then resigned their positions, and placed themselves on the side of the dismissed physicians. This is the position of the case at present.

The view taken by the managers is that the physicians have no right to feel aggrieved at being dropped from the Medical Board, since it is expressly stated in the by-laws that "all physicians and surgeons connected with hospital shall be appointed annually by the Board of Managers," and that such appointment is for one year only. In refusing to reflect these gentlemen, the managers did not imply that they were incompetent, or that any fault was to be found with them; the managers were simply exercising their right to choose whom they pleased to choose as members of the Medical Board. They have refused to give any reason for their action simply because, they say, with such a provision in the by-

laws, no other renson is necessary. To the physicians the case presents an entirely different aspect. They say that although the same rule regarding an annual election is in force in other hospitals, it is always understood that the appointments are for life, or at least until the person holding the position has shown himself to be negligent or incompetent. As this is the viewheld by many of the profession, they feel that in being dismissed, although no charges were made against them, incompetency on their part is implied. Soon after the annual meeting they sent a request to the Beard of Managers that the charges against them be made public; the answer was that no charges had been made. A similar request signed by about 75 prominent physicians was unnoticed by the managers. Dr. Parker states that the four gentlemen whose dismissel has caused the dismussion were men of undoubted ability and great promise, having been graduated with honor from the medical colleges of this city, and some of them having completed their studies in Europe.

 $\pmb{\mathsf{A}}$ large number of physicians, becoming interested in this affair, have signed a call for an indignation meeting. which will probably end in a protest being sent to the managers, and another request that the matter be fully investigated. The call is signed by Drs. Markee, Burnstead, Meredith Clymer, Gouley, Jacob, C. R. Agnew, F. H. Hamilton, Sands, Sayre, Hammend, St. John Roosa, Francis Delatield, Afred Loomis, J. Marion Sims, James R. Wood, T. A. Emmet, and many more, and is as follows:

and is as follows:

The members of the medical profession in the City of New-York who believe that the recent action of the Board of Managers of the Presbyterian Hospital, in the matter of falling to respond certain members of the medical staff, against whom no charges were preferred, is injurious to the success of hospitals in their beneficial, work, are invited to need at the Theater of the Union Leanue Club, on Tuesday evening, Nov. 30, at 8 o'cheek, to make a subtle presentation of their views as the same make a public presentation of their views on this sub-

Some persons look rather coldly upon this meeting, and say that the proposed action now is very inconsistent. They quote the case of the Medical Board of Bellevue Hospital, which was entirely reconstructed a year or indignation meetings were held. In reply, the interested physicians say that the cases are not at all analogous, and that the reorganization at Believae was effected by the direct interference of the medical profession. The the direct interference of the facelical profession. The primary cause of all this Presbyterian Hospital trouble was a personal quarrel between the direct management of the basepital and the Medical Board, but this difficulty, it is stated, has nothing whatever to do with the real point at base, which is whether the by-haws relating to the election of the Medical Board shall be construed according to the letter of the law or according to the procedent established by other hospitals.

NEW DISCOVERY IN ELECTRICITY.

EXPERIMENTS OF T. A. EDISON-POSSIBILITY OF SENDING MESSAGES BY WIFES OR CAPLES WHICH

T. A. Edison of Newark, N. J., an electrician and inventor, has just made a discovery, aliaded to in yesterday's Thinuxe, which, it is exand possibly manifest the existence of a hitherto un-Edison and his assistant, Charles Batchelor, were experi-

menting in their inhoratory, they made a discovery which is recorded as follows in their journal:

In experimenting with a vibrator magnet, consisting of a bar of subute's steet, lastened at one only and made to vibrate by means of a magnet, we noticed a spark consing from the core of the magnet. This we have often noticed before in relays; in stock printers, when there were iron fillings between the armature and core, and often in the new electric type and always surposed it was inductive electricity, but happened to traite it when it seemed so strong that we suspected it reight he something more than induction. Acting on the surposition, we found that by touching any portion of the vibrator or magnet with a piece of metal we got the spark. We then connected a wire to the and of the vibrating rod, and got a spark by touching a piece of first to it.

The experimenters were led to try the effect of different

The experimenters were led to try the effect of different metals in drawing off the spark, and soon found that eadmium was the most effective for their purpose. A bar of this metal was placed across the magnetic coll of the electric instrument, and a long wire attached to it. The electric circuit was thus strained of its current, which passed through the cadadum and the subsequent wire into a gas-pape, and so into the earth. Notwithstanding this interruption of the continuity of the circuit, it was found that when any metalic substance was brought into contact with the gas-pipe, or with the intervening wire, a white spark was evolved with unusual brilliancy. Then, it occurred to Mr. Edison that possibly this spark might be the manifestation of some unknown force acting simultaneously with electricity. Accordingly he applied to it the tests by which the presence of electricity is detected, and was surprised to find that the testing instrutected, and was surprised to find that the testing instruments gave no indication of the electric presence. A
delicate gold-leaf electroscope was undisturbed by the
new manifestation, concinsively proving either that
electricity may manifest itself in entirely new phases,
or that under certain conditions it gives thirth to a new
and distinct force. Mr. Edison has named the new principle "etheric force." This discovery was put to lest
by various experiments, and the following results obtained: That the new force is non-polar, radiating in
straight lines like heat; that it is capable of transmission to indefinite distances through an anniablanced wire;
that it is not affected by the ordinary non-conductors of
electricity, as glass, &c., and that it is retroactive, the
spark being obtainable when the wire is furned back so
as to touch itself. Mr. Edison is of the optinion that it
can be made to manifest itself otherwise than by the
spark, and that it may be derived from heat independently of electricity.

In order to put it to a severe test be connected a wire
from his laboratory with the ordinary telegraph who,
and by permission of the Telegraph Company was enabled to make a circuit extensing from New-York to
New-Brunswick, N. J., both ends terminating in las laboratory. After passing through this great extent of
wire the electric current was diverted, the cadminum wire
attached, and a series of sparks evolved as readily as
though the circuit had been only a yard leng. The practical value of this discovery consists in its manifestation
of the possibility of sending missages over cables or
wires not ingulated. Instead of employing poles and
glass insulators it seems to be necessary only to make an
attachment to the railroad track or to a wire laid in the
carth, and the message can be as readily transmitted as
by the present process. The expensive insulnited cables
now used for occan telegraphy can be rivaled by cables
of much chasper construction, and in other ways the
present enubrous apparation a

AN APPEAL FOR CENTENNIAL FUNDS.

An adjourned meeting of the Joint Centennial Committees of the New-York banks, the Clearing-house, the Stock Exchange, and the National and Local Boards of Fire Underwriters was held yesterday at Underwriters' Hall, Nos. 156 and 158 Broadway. Ex-Gov. Joseph R. Hawley of Connecticut, President of the Centennial Commission, delivered an address, reviewing the work of the Centennial Commission. He said that illirty-eight nations had accepted the invitation to participate. There would not be space on the grounds to accommodate onehalf of the exhibitors who were applying for it. Money description of the buildings, but they now required \$1,500,000 to open the exhibition in May, 1876. Ex-Gov. Bigler of Pennsylvania said that

and of this amount \$290,000 had already been subscribed and paid. If capitalists and business men could be made to realize the full significance of the position, the balance would be made up promptly and without any reference to what may be done elsewhere. "New-York," said the speaker, "the greatest of the American cities, the best known in foreign countries, and the one in which eight-tenths of the foreign visitors will sejourn during their stay in this country, cannot and will not pernait reproach to come upon the American name in any matter of comity and honor." Mr. Oakley moved that the matter be commended to the people of New-York, and that a memorial should be sent to Congress requesting an appropriation. The motion was carried unanimously, and the meeting adjourned.

Gen. Hawley then proceeded to the Stock Exchange, and substantially repeated the above statement before a meeting of the brokers. He expressed the hope that as the Exchange could not subscribe, the members would individually. individually.

MISSOURI PACIFIC COMPLICATIONS. SHAREHOLDERS ASKING FOR AN ACCOUNTING AND

AN INJUNCTION-CHARGES OF IRREGULARITIES. N. A. Cowdrey of this city, and others, who allege that they are owners of over 30,000 shares of stock in the Missouri Pacific Railroad Company, have recently filed a bill in equity, in the United States Circuit Court of the Eastern District of Missouri, against the Atlantic and Pacific Railroad Company, the Missouri Pacific Railroad Company, and Messrs. Andrew Pierce, T. T. Buckley, Joseph Seligman, J. B. Colgate, C. K. Garrison, Edwin D. Morgan, and others, officers and directors in the said companies. The complainants allege, among other things, that "they have reason to believe that the \$1,500,000 income bonds, issued on the 1st of September, 1872, as also the \$2,000,000 so-called 'improvement bonds,' issued on the 15th of December, 1874, were issued by the Board of Directors of the Atlantic and Pacific Railroad, not for the purposes or use of the Missouri Pacific Railroad, or for the payment of its debts, but for the purpose of paying and securing the debts of the Atlantic and Pacific Railroad, Andrew Pierce, Joseph Seligman, and their associates. That the same was so done in fraud of the rights of the stockholders of said Pacific Railroad." They further allege the fact to be that the said income and so-called "improvement bonds" were issued by consent of the Board of Directors of the Missouri Pacific Railroad Company, William Coffin, Andrew Pierce, and their associates, " and that disregarding their duties in the premises, fraudalently combined and confederated together for the purpose of incumbering, conveying, and misappropriating the property of the said Pacific Railroad Company, all which is against equity and good conscience." The complainants declare that the present Directors of the Missouri Pacific Railroad have only a nominal interest in the stock, and that their management of its affairs is and has been to the great prejudice and damage of the interests of the stockholders; "that a majority of said directors have combined and are now combining and conspiring with said Pierce, Seligman, and others, against the interest of all stockholders, and in aid of the holders of the third ereating a fraudulent indebtedness of the road, equal in fraudulent mortgage to sell the road at a great sacrifice." The complainants also allege that bonds were nate inted for the purpose of having the coupons for interest of Andrew Pierce and associates to make a sale under the third morigage, for non-payment of interest on the bonds." between the two companies for the purpose of determining the rights of the several parties, and also ask for an infanction restraining all parties now holding any of the bonds referred to from disposing of them. They also ask

neys paid as dividends were derived. At a meeting of the Missouri Pacific stockholders about two weeks ago resolutions were adopted demanding the resignation of the present directors. These resolutions elicited The elerk selects from the list the names a reply denying all charges of fraud, neglect, or incom-petency; claiming that the indebtedness incurred was charges would be a virtual admission of the truth of the online to strike out one of the names so selected, and stockholders have replied, making the following state- out

wents, with others:

We simply remind you and your associates that you are our agonts, and are negling as managers of our property. You seem to endeavor to insidy yourselves, because at the needing of stockholders a motion to show stock was voted down; but one gentlemen, Gen. Clinton B. Fisk, came to the meeting, bringing his stock with him, and the stock brought to the needing by him, it is believed, he borrowed for a few hours only. No configuration the room, within our knowledge, believed that he

THE COMMON COUNCIL COMMITTEE IN DOUBT WHAT

men Council, to which was referred the matter of appro-priating \$500,000 additional, to complete the Hempstead teservoir, cid not make its report to the Alderman yesterday, although before the announcement had been made that Mr. Parsons had been authorized to begin stills tion in yesterday's Brooklyn newspapers. The Committee sent requests to the newspapers not to publish the report, but it had already been set up in The Faule office. and accordingly appeared in that paper yesterday. The to it the fests by which the presence of electricity is de-tected, and was surprised to find that the testing instru-ments gave no indication of the electric presence. A is shall take, and will have another meeting to-day. It is not considered probable now that it will recommend the appropriation of \$500,000, but will compromise the matter by advising the appropriation of \$25,000 to finishing the stone facing of the dam, and test the capacity of the reservoir to held water before appropriating the larger sum. The main features of the report have already been published in The Trun-UNE, and overpled several columns in yesterday's Eagle.

The matter of the reservoir came up yesterday in the Brooklyn Board of Aldermen, Alderman Howley offering a communication from a contractor, who offers to supply

Brooklyn Board of Aldermen, Alderman Rowley offering a communication from a contractor, who offers to supply the city with water, by an open conduit, at an expense far less than the present outlay. A motion was made to refer the matter to the Joint Committee on the Reservoir. Adderman Demas Strong, Chairman of the Committee, said that the communication had already been submitted to the Committee, which was not yet ready to report, but would consider the whole subject further for a few days longer. Alderman Rowley thought the plans locked teasible, and there was enough in the proposition of the Company to warrant a thorough investigation. Alderman Prench took substantially the same ground. The communication, after farther discussion, was referred to the Company to warrant a thorough investigation.

The subtect of the Reservoir contract has also got into the courts. Win. C. Kingsley engaged John Wright, a sub-contractor, to excavate 106,000 cubic yards of sand at 27 cents a yard. After much of the work had been can Kingsley & Keeney-for \$7,900, the amount claimed under the contractors of the Hempstead Reservoir—Kingsley & Keeney-for \$7,900, the amount claimed under the contract, which Wright says he was not permitted to finish. Mr. Wright claims that he was making a profit of 12 cents a yard on the work for which Mr. Kingsley was receiving 65 cents a yard from the city. The case has been on trial several days before a referce. John Ross, the first witness for the defence, gave united to thisting the centractors, Kingsley & Keeney, have made a large profit at their prices. It is understood that the testimony of Mr. Wright with the used by Mr. Parsons, to prove how immensely profitable the rock has been to the first contractors, and to support the estimony of Win. Beard, that the work could have been fone for many thousands of dollars less than it has cost.

THE BROOKLYN COMMON COUNCIL.

At the meeting of the Brooklyn Board of Aldermen yesterday, contrary to expectation, Mayor Hunter did not send in the name of a third Park Commissioner for confirmation. Alderman McIntyre offered resolution, which was adopted to award the contract for paving and grading Thirty-ninth-st. to Michael Dalton for paving and grading Thirty-shalth-st. to Michael Dalton of State and according to the articles of innorporation, each State and for paving and grading Thirty-shalth-st. to Michael Dalton of Territory had a right to subscribe to the \$10,000,000 october, to the principle the State of New York was antitled to steek to the amount of \$1,136,000. Alderman Ropes declared that there had been extravalultories.

gance in lighting the street, and that in two or three years the number of street lamps had increased from 11,500 to 14,000. The resolution was lost. It was resolved that the members of Congress from Kings County be requested to use every effort to procure from the United States Government certain lands adjoining the Navy-Yard as a site for a public market.

BUSINESS EMBARRASSMENTS. The following failures were announced yesterday : R. O. Brick & Co., iron pipes, No. 112 Leonardst.; Schenek, general exporters and importers of No. 55 Beekman-st.; A. R. Gray & Co. of No. 110 Broad-st., ommission and forwarding merchants; Miner Bros. &

Co., confectioners of No. 38 Cortlandt-st. An insolvent assignment was filed yesterday by Wm. Miller of No. 293 Bleecker-st. to Henry Welsh, in the

County Clerk's Office. A meeting of the creditors of Mark M. Pomeroy was held yesterday at the office of Henry W. Allen, Register in

yesterday at the office of Henry W. Allen, Register in Bankruptey, at No. 152 Broadway. Very few of the creditors were present, and John H. Platt of No. 40 Wallst. was selected as assignee.

A meeting of the creditors of Jeremiah T. Smith, contractor, was held yesterday at the office of Isaac Dayton, Register in Bankruptey, at No. 322 Broadway. The Habilities amount to over \$340.000. Among the largest creditors are Charles C. Hoffman and George Miller, \$170.892 08; Margaret C. Smith, \$52,257 47; J. B. & J. M. Cornell, \$49,425 94; P. & G. E. Godwin, \$14,314 44; Delnfield & Baxter Cement Co., \$11,496 36; L. J. Philips, \$7,000; Excentors Paran Stevens, \$3,749 79; C. P. Dixon, \$3,000; John Hogan, \$3,000; E. Maillews, \$2,000; C. L. Comat, \$2,477; Edwin Booth, \$8,750. Claims to the amount of \$133,000 were proved. The assets consists of debts due, \$55,000; promissory notes, \$6,600; shock, par value, \$235,000, and an interest in 1,000 acres of land in Georgia. William H. Trimbie was chosen assignee.

SUGAR REFINERS INDIGNANT. The sugar refiners take exception to the circular issued by the Treasury Department in relation to the classification of sugar. The circular states that the Department is in receipt of communications touching the question of the present tariff on sugars and the classification according to the Dutch standards of color. It is alleged that the number of grades renders the system erreneous, or at least of doubtful propriety, since experts will grade the same sugars differently, and that experts will grade the same sugars differently, and that great frands are committed upon the revenue by sugar reducts, in the way of drawback. It is also alleged that sugars are darkened in color in the process of manufacture without the introduction of foreign substances, so that a grade of sugar is made waich in richness is almost as high a standard as leaf sugar, but so dark in color as to entitle it to pass at the lowest musecovade duty. In view of the promises, a change in the present mode of classification and grading of sugars is suggested to the Department.

reduces are indignant at the charges of fraud, and The realness are indignant at the energes of most in the credition of discussing the advicability of holding a meeting to resent the indignity offered them. They say that the proposed distinctions are so fine that the Department will never be able to carry them out, as so much will depend upon minute scientific analysis.

NEW STEPS AGAINST TWEED.

MR. PECKHAM'S REASONS FOR SUCH AN UNUSUAL PROCEEDING-THE AFFIDAVITS ON WHICH THE APPLICATION IS BASED IN BOTH THE CIVIL SUITS. Wheeler H. Peckham, acting on behalf of thereon become due and payable at an earlier day, and the Attorney-General, has demanded a struck jury for the theoreby to better struck the fraudulent purpose and intent the trial of the suits of the People against Tweed next days. week-a proceeding so rate that the name only is familiar to most lawyers, the Jamel case being the only recent Statutes provide that when a fair and impartial trial cannot be had without a struck jury, or when the importance and infriency of the cause require it, such a jury may be ordered by the supreme Court or by any county court, or by the superior Courts of the City of New-York that the defendants may be specially interrogated to state specifically the precise consideration of each mort-gage stated, and the precise source from which all granted only in extreme cases. When a struck jury is ordered, the person obtaining the order musi give eight days' notice of the time when he will attend before the the opposite party of masagent is seen entained to straight out monther, and no alternately until each party has struck out 12 names. If either party fails 10 attend or neglects to sirthe out any names, the cleft must do so for lim. The 24 persons whose names are not struck out are then certified to be drawn as jurers. The expense of stricking a jury nust be paid by the party who makes the application for the order. Following is the stilldayle contituing the legal formula at the beginning—in the larger suit on which the application is made;

wise sculing a last and topical by the importance and forcing of the cause. The defendant Tweed was for many vents a politic an of great promanence and power, and probably second to none in his influence over legislation and over the action of various executive officers, state and local. The trial of this action will involve the official action of the defendant Tweed, not only as Anditor, as stated in the complaint, but also as State Schator, and the character of the means used to effect the legislation of 1870 affecting the Chy of New-York. That while the evidence may partly consist of the evidence of co-conspirators, it will to a very great extent consist of documentary evidence, such as bank books, chocks, deposit tacks, the identification by bookkeeping and accounting experts, and by correlation of entries in differents acts of books of the motiops wrongfully taken, with the money finally received by the defendant Tweed, evidence that can only properly be understood and approciated by persons accustomed to large memory deransactions and to the banking and clearing house system in the City of New York. Wheeless H. Peckham. Subscribed and sworn to before inc, Nov. 26, 1875.

Dankle Servatorn.

THE APPLICATION IN THE ONE-MILLION SUIT. The following is the affidavit is the smaller suit: City and County of New-York sa.; Wheeler H. Peckam of said city being duly sworn, says that he is counin deponent's opinion a fair and impartial trial cannot be had in this action without a struck jury, and the importhad in this action without a struck jury, and the importance and intricacy of the cause require such a jury; that for several years prior to 1871 the Government of the City and County of New-York was popularly supposed to be mainly industried and controlled by the defendant Tweed and one Peter B. Swear) and one Riemard B. Connolly. In 1871, rigantic frauda were discovered by means of which the local Government of said City and County had been defrauded of many millions of dollars. Participation in these frauds, and in the receipt of the moneys obtained by them, was at once alleged against the Gefendant Tweed, and also against said Sweeny and Councily, the two latter having departed from the United States. This action is one of a series of suits brought to receive said stoleu millions, and the same considerations that would make a struck lery proper in one action apply to all. Deponent further says that the statements in deponent's sindwrit entitled in another action between those said parties, and known as No. 1, a copy of which is hereto amexed, are true to deponent's best knowledge, information and beilef. White Light H. Prenkars.

Subscribed and sworn to before me tale 26th day of November, 1875.

Danker Servicore.

On these affidavits the motion for a struck jury will be made at Supreme Court, Chambers, next month, notice of them for next Monday having been served on Tweed's

HENRY WILSON.

THE EUGGY AT BOSTON.

DELIVERED BY THE REV. J. M. MANNING, D. D., AT
THE MASSACHUSETTS STATE HOUSE, NOV. 29,
1875.

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THE MASSACH

first fents was to say his grammar book through from beginning to end at a single recitation. He took long walks after nightfull, that he might read a borrowed book or newspaper, too precious for him to take home, reading them eagerly, so as to be back to his work when the morning should dawn. A kind hidy—a sister of the late Levi Woodbury—saw what spirit was moving in him and gained him access to her husband's liorary. Thus he was enabled to read about a thousand volumes before he was 21 years old, reading them, as we shall see, by compating the time at the rate of two a week, reading by the flekering brands on the hearth, for the most part, while the exacting master slept.

Being now of age, and still obeying the impulse within him, though he knew not that it was from God, he scarted on foot for a certain town of Natick, where he had heard there was a chance for young men—having a few dollars in his pocket, and the read of his worldly goods sing over als shounder on a straight hickory silek. The emolem of the man was that stien—"honest, self-relant, tough and strong,"—as toose who leaned upon him always found. He stopped over but one night on this journey of a himdered mites, and paid for his lodging in advance. Passing through our city on the second day, he was not too weary and footore to go for a moment to Bunker Hill, whose story he knew by heart, nor to find his way under the dome of our State House, where he stood trembing with enthusiasm. What a contrast between that bashful youth, inquiring his way of griff attendants, and the scenns of the last few days. His death is a matter of concern in foreign courts. A nation gatheting in sortew around his bier; escorted through Bullimore—ave, through the streets of Ealthmore; resing in Independence Hal; Broadway draged and throughed which is a matter of concern in foreign courts. A nation gatheting in sortew around his beer; escorted larrough Bullimore—ave, through the streets of Ealthmore; resing in the dome of our Natick work he sculping in state where he onc and lodging. A few montas of eager reading and foll, during which he seemed harsily to eat or sleep, and he is give eight before the grach largy and studying all the time, with his gave largy follows; follows:

In names of the source more in Natick at his simple craft, the hope of a formal collection for one whom is little carnings are lost, through the fault of one whom and trasted, and he is once more in Natick at his simple craft, the hope of a formal collection forever given up. Now he makes the acquaditance of that noble woman, by the makes the acquaditance of that noble woman, by the strong Now-England heart. The driving dream in his soni is cleared up a title. He begins to see the party has attend or at a first of the similar society of Young Mechanics in the similar society of Young Mechanics in the similar society of Young Mechanics at this opponents inclaims him the "Natick Condier" in an unguarded hour, and his friends, catching on the word in an unguarded hour, and his friends, catching on the word in an unguarded hour, and his friends, catching on the word in an unguarded hour, and his friends, catching on the word in an unguarded hour, and his friends, catching on the word in the larger large and the special of the people; the Cause of the masses, and the leads abook and said, "What rustle is this fluid dares to be a popular advertisement, send him forth during the hard son campaign to thrill the souls of the masses, and the problem of the great Wing party. He hardly knew him the leads hook and said, "What rustle is this fluid dares in the first of the problem of the great wing party. He hardly knew him the leads hook and said, "What rustle is this fluid dares in the first of the special of the Divine impulse which was sway in the undority. He hardly knew him to the seat by his loving and fathful tow make in the first of the special of the Divine impulse which was sway in the undority. The hardly knew him to the seat by his loving and fathful town cannel. The following has been any once than the p

To the instany of the years which followed, almost a public, and notwitistanting its public will that the solid transfer and transfer

criter grammar or rhetorie, tout his mind whit a storchouse of political kinowledge, which he could readily marshal against his of which he could readily marshal against his of which he could readily marshal against his of which he for the key to the position and so dealt his blows as to cause bees dimer at the resoit. His simple good nature made him well inch involuciable. What was the use in trying to quarret with such a man! He seemed to be allierly unconclose of insul, while volters of atoms and bloosty threats, and singing tourts, and sarcams filled life our. When Mr. Summer was stricked down he said the attack was brain and covarilly, and for these words the attack was brain and covarilly, and for these words the was challenged to mortal combat, into the replied that his conscience would not light a due, though he believed tally in the right of sti-defence, and there the matter dropped. His steady here, its sinewy frame, his hereadean sitenath, had been closeved, and his forest seeling sure that some one close locates Heart Wilson would be but if it hey provoked him too far, concluded to lef him alone.

At length the gathering storm burst. It could not be averted. The storm must come. God foreknew this as we did not, and the men whom lifts gentleness had been industed. The storm must come. God foreknew this as we did not, and the men whom lifts gentleness had been industed. The storm must come. God foreknew this as we did not, and the men whom lifts gentleness had been industed. The storm must come. The tenth will be a story of the left in Chairmaniship of Military Affairs, and the prodigious capacity for work which he showed in that pince is known to all who saw him there. What President or Cablnet officer, what general in the fleid, what governor, or regiment, or patient in the hospital, or solder a widow ever had occasion to compain of him. The General-in-Chief at the opening of the war said "That his daily task by a deal in the left, what governor, or regiment, or patient in the hespital, or solder a with him. He walked with God. He had found the interpretation of his dreams. Now he would write his book; now he would renew old friendships; now he would poor baim into the would which had been given in the heat of debate; now he would visit the South and show her impulsive people that he had borne them no mailee while denouncing their dectrines; now he would be the counselor of his political party, a modest Nestor among statesmen, an adviser to those just entering public life, a friend of the reformer and of all good reiorns; but his caim sun hastened to his going down. Hardly had the secret of the lifelong guardianship been revealed to him, when God witspered to him another secret, viz., he had finished his work; "No more, my child; it is time to take rest," and the silver cord was loosed; the silver bowl was broken; the pitcher was broken at the fountain; the wheel was broken at the

cisteru.

By a Providence, much regretted by his friends, the incorruption.

Rulers and public servants, sitting as you do in the

O sentines whose tread we heard, Through long hours when we could not see, Panse low. Each nigo with cheer the word, The unchanging waterword, Liberty. Look backward, how much has been of Look around, how much is yet to win. The watches of the night are done; The watches of the day begun. (For report of the Funeral Covernments see First Page.)

THE CLOSING RUSH ON ERIE CANAL.

OPERATIONS OF THE ICE-BREAKER-INCOMPETENT WORK AT FRANKFORT AT A CRITICAL MOMENT. Albany, N. Y., Nov. 29.—The following disonfenes have been received by Canal Commissioner Phayer: SCHENECTADY, Nov. 29.—The weather is very bluster

when on Tuesday had there were 70 boats in a crowd, with one lock broken which experts any could have been repaired in two boars. There was plenty of water, and not a beat locked this Friday at 6 o'clock p. m., and the lock not repaired yet on Friday attention, triles Hawley of Frome was appointed by Assistant Commissioner E. W. Hopkins to take change of the locks at Frankfort, in place of Col. Johnson, who was not considered competent for the occasion, when 12 boats were locked through on Friday hight and 37 or Saturday. Since last Friday hight near assistant Commissioner E. W. Hopkins as extrained the condition of things at Frankfort, everything has been flow to facilitate the movement of boats that could be done with money, experience, and good judgment, under the supervision of Mr. Hopkins and his counsel, ex-Commissioner Sammer of Little Frida.

The ing Alexander Barciay from Buffalo, and the counted ex-Commissioner Sammer of Little Friday. Doyle, and the different two breakers, which did their efficient work, absolutely necessary in the movement of boats, were sent there by Connelssioner Thayer, and considered of vital importance in the pushing of boats to the water; and we, the subscribers, having been with Mr. Hopkins, the Assistant Commissioner, to hereby tender our thanks for his timest exertions in doing all that was possible in posting forward the movements of boats under his supervision.

A. C. Resell, Leckport, Abnar, M. Ramay, Brooklyn.

A. Baas, Buffalo, R. A. Daxhers, Lockport, A. Saas, Buffalo, R. M. Daxhers, Lockport, A. Saas, Buffalo, R. A. Daxhers, Lockport, A. Saas, Buffalo,

THE EMMA MINE SCANDAL.

TEXT OF THE AGREEMENT BETWEEN GEN. SCHENCK

TEXT OF THE AGREEMENT BETWEEN GEN. SCHENCK AND THENOR W. PARK.

LONDON, Nov. 1.—Having this day made and delivered to T. W. Park my promissory note for £10,000, the consideration for whole is, that sum to be paid for 500 shares in the Emma Silver Mining Company, and with the agreement that, if that number of shares of the capital stock shall not be allotted to me or distributed by the Board of Directors, he, the said Park, shall make up to me that number; now then, further to secure to said Park the sum of £10,000 in one year from this date, i hereby agree to assign and do assign to him, with power to demand a transfer of the same on the books of the Company, 475 shares of my said stock after the same is allotted or assigned to me, at the end of one year from him date, or about time raffer, and to apoly the proceeds, not exceeding the amount then due on said note, to the payment thereof; and in addition to this piedge of stock, and as other security on said note, if required by said Park, I hereby agree to exceute and deliver to him, at any time within one year, on demand, a mortgage of my house and iot in Washington City, in the United States, at the corner of Fourteenthist, and Massacinisetts-ave, which I claim to be worfu at least \$30,000, and guarantee to be subject to no other heminstrance, except a deed of trust and note for \$5,000 in the hands of Riggs & Co., bankers of that city, being a part of the purchase money yet due from me and held for the benefit of Mrs. Adams.

Witness my mand on the day and your above written.

(Acress the face of this document is written: "Mortgage given for balance, and this paper canceled and even my man and the latest face of that city, being a part of the purchase money yet due from me and held for the benefit of Mrs. Adams.

Witness my mand on the day and your above written.

(Acress the face of this document is written: "Mortgage given for balance, and this paper canceled and even my of the stock of the stock.

(Acress the face of this document is written even de pay Tr

On or before the 1st day of November, 1872, I promise to pay Trenor W. Park ten thousand pounds, for value received.

Whereas, Robert C. Schenck proposes to subseribe for (210,000) ten thousand pounds pay value of the stock or shares in the Emma Silver Mining Company, limited, a cempany proposed to be formed in London; and, whereas, I represent the owners of the property to be sold and Company, and am the vendor of the property to be sold and Company, and am the vendor of the property to be conveyed, and receive in part payment of the purchase money the amount to be paid by said Schenck on his proposed subscription;

Now, in consideration thereof and of other good considerations, I hereby promise and agree with the said Rob't C. Schenck that said stock or shares shall pay a dividend of two per cent per month while held by said Schenck, or that I will at any time on the request of said Schenck take from him said stock or shares and pay him therefor the par value.

Provided always that if at any time I offer to take said ahares or stock from said Schenck declines to receive par for said slock or shares, then I shall from that time be fully discharged from this agreement.

London, Nov. 1, 1871.

Dec. 2, 1871.—Mem.—I have agreed that the guaranty of the dividend of two per cent per month.

KINGDOM OF GREAT BRITAIN AND IRELAND, CITY OF LONDON.—I. George Lewis Phipps Eyre, a Commissioner for the State of New York, residing in the City of London, Kingdom of Great Britain and Ireland, do hereby certify that I have companed the foregoing copies of agreement, dated first day of Novembuer, 1871, signed by Trenor W. Park, with the originals thereof, and that the same are the correct copies of the said doos ments and of the whole thereof.

that the same are the correct copies of the said doou-ments and of the whole thereof.

In witness whereof I have hereunto set my hand and seal, at the City of London, in the Kingdom aforesaid, this seventeenth day of September, one thousand eight hundred and seventy-five.

G. L. P. Evng.

A Commissioner of the State of New-York.

THE PANAMA RAILROAD INJUNCTION. ARGUMENT CONCERNING THE COMPANY'S POWER TO ESTABLISH STEAMSHIP LINES. The motion in the suit of Aaron Freeman against the Panama Railroad Company for an injunction estraining the defendant from establishing steamship lines was argued yesterday before Judge Donohue, in Supreme Court, Chambers. Mr. Macfarland, for the de-fendants, presented affidavits by Trenor W. Park, President of the Company, and others, admitting negotiations for the establishment of a line of steamers, and averring that the Panama Railroad Company had always supposed it had the power, under the charter, to run steamship lines; that it had for years a half interest in a freight line, and had owned several steamers,

which it had only parted with when the Pacific Mail

Company got the right to run on the Atlantic side. The

Company had aided that Pacific Mail Company to this

privilege because it was not then convenient to establish

a line of its own. Now a virtual combination of the

Union Pacific Railroad Company and Pacific Mail threat-

THE COURTS.

ened to leave the Panama Company no business except low-class freight, and its only remedy was to establish Mr. Macfarland, arguing on the papers, claimed that the proposed action was within the charter of the Com-pany. It created a corporation for the purpose of building a road "and of purchasing and navigating such steam or sailing vessels as may be proper and convenient to be used in connection with the said road, and for such

steam or sailing vessels as may be public and contents to be used in connection with the said road, and for such purposes all the necessary and incidental power is hereby granted to said corporation." This clause was as broad as it could be made. It would have been madness to build a road in Central America, an effort which had been fruitiessly made before, without power to make connections with civilization.

Ex.Judgo Fullerton, in reply, read the affidavit of A. J. Center, Vice-President and Director of the road from 1850 to 1860, who stated that till the road was completed in 1855, it had no occasion for lighterage. The managers found it impossible in early days to charter vessels to bring the materials for construction, and so some of the officers bought some brigs and formed a "brig line," in which the company took a half interest, and after the completion of the road, owing to the difficulty of sending freights by the passenger-crowded steamers, it was continued for a time, but always under the management of individuals and not the Company. The question of the right to own steamers was never raised, Mr. Fullerion argued at length that the charter of the Company was intended to establish not a new channel of trisde, but an improvement in a course of trade aircady existing. The shallowness and high tides of the Bay of Panama compel vessels to anchor far out and require lighternes. To meet this difficulty there was inof frisde, but an improvement in a course of trade airendy existing. The shallowness and high those of the Bay of Parama compet vessels to anchor far out and require lighterage. To meet this difficulty there was included in their charter a right to own vessels "proper and convenient to be used in connection with said road." The words had a natural signification, if limited to lighterage in that bay, but they were very measure words to give power, as was how claimed, to establish steamship lines to all parts of the world. If that was the intent of the Legislature, it was a case of prolligate legislation without a parallel. The title of the corporations are strictly construed against them. They are limited to the letter and spirit of their charters, and, in this case, to sustain the defendant's claim would be to reverse these salutary maxims. Judge Donohue reserved his decision. Fullerton & Knox appeared for plaintiffs; Shipman, Barlow, Laroeque & Magfarland for defendants.

FOREIGN MARKET VALUE OF IMPORTS. AN IMPORTANT REVENUE SUIT AFFECTING THE LINEN TRADE.

The trial of the case of the United States against the York Street Flax Spinning Company was berun yesterday in the United States District Court, before Judge Biatchford and a jury. This company manufactures, bleaches, and deals in linen goods at Belfast, Ireland, and have a branch house at No. 154 Church-st., in this city, the agents being Fawcett & St. Clair. The books of this branch house were seized by the Govern-ment in December, 1873, and soon after this action was begun under Section 1 of the Act of March 3, 1863, to recover \$100,000 in gold, for alleged underval-uations on invoices of linen goods. These invoices cover a period of 18 months, beginning with December, 1872. The law requires all invoices to be made out at the foreign market value of the goods. This case, therefore, turns on what is meant by the words "foreign market value," which it is said, on account of the peculiar nature of the linen trade, becomes in this case a difficult question. The linen trade of Belfast is, it is stated, one of great detail. It is also claimed that the product of the Belfast linen manufacturers is the 38-inch power-loom brown linen, and that on its value the price of all other linen goods is based. It is said, moreover, that each manufacturer finishes his own goods to suit his own trade, and fixes his own prices accordingly, always taking care to keep them strictly secret; but that manufacturers sell goods to each other, the price being based on the value of the 38-inch power-loom linen, with the addition of the regular charges for bleaching and finishing, and that the value thus obtained is recognized in Belfast as the actual market value of the goods.

Most of the Belfast linen manufacturers have branch houses in this city, and the company defendant claims that it is the custom for these manufacturers to make special prices for this market, and that these prices, to ome extent, cover the cost of sustaining these Newworking nicely. The general information and expression of all interested, who were on the spot, is that all the boats now lying between there and one mile west of Little Falls, would have been in the river by Sunday morning had it not been for the inefficiency of one Col. Johnson, who resides at them, whose supervision extends to Frankfort West, when on the subject that there were 70 boats in a crowd, when on the sold with the pays more than the raling rate to local buyers and to have supervision extends to Frankfort West, when on the sold with the pays more than the raling rate to local buyers and to have supervision extends to Frankfort West, when on the sold was a wearful have been house. The company also claims that it has always in house. The company also claims that it has always in

house. The company also claims that it has always in voiced its goods to the branch house here at a value based on the actual harriest value at Belfast for sales made in the codinary coarse of trade, and that the prices to regular American buyers do not materially affect the Belfast market value, because the sales made to American buyers are exceptional in their mature, and because the American market takes only a small portion of the Belfast production.

The Government claims that sales to New-York merchants have been made at higher prices than those set forth in the invoices of goods sent by the York Street Plax Spinding Company to the branch house in this city, and that such prices are conclusive as to market value for the purpose of fixing the duty on the goods. This intings up in old but undetermined question, on which, it is said, the opinions of manifecturers and their agents here and the opinions of local American merchants have always been at variance. It is stated that most of the New York representatives of Belfast manufacturers have had difficulty on this point with Custom-house suffairities, and that many of these manufacturers, consequently, have abandoned their connections and changed tack system of invoicing to avoid trouble and expense.

The net of June 22, 1874, says that in cases pending at the time the act was passed, the question of intent shall be submitted to the fury, and in this case a ruling will probably be made as to whether, under that act, the question of intent in mersonan cases pending.

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THE WESTCHESTER MURDERERS.

A STAY OF EXECUTION REFUSED BY JUDGE BARRETT.

Judge Barrett, in the Court of Oyer and Terminer, has denied the applications for new trials of the three negro murderers, who killed a peddler in Ly-dig's woods in Morrisania. On behalf of Thompson and Ellis, who were tried together, only two points were raised-one that Mr. Dunlap was not the legal Commissioner to summon the petit jury, the other that after the plea of the prisoners their case could not be sent from the Court of General Sessions to the Court of Over and exercising de facto the duties of a public office, bis right to do so cannot be questioned collaterally. On the second point he calls attention to the statnte empowering the Court of Oyer and Terminer to try oil cases transferred to it by Courts of Sessions, and considers the distinction attempted to be drawn between transfers before and after plea as utterly unsubstantial. Charles Weston, the third of the marderers, was tried alone. In addition to the objections made by his companions, he mises the question that the law making the Judge the trier of a challenge to the haver is unconstitutional. Judge Barrett, after referring to his first opinion on the other points, holds, following the decision of the Court of Appeals in the Stokes case, that the only constitutional right of a prisoner on trial is to obtain an impartial Jury. That right is better secured by the decision of one whose ordinary duties keep has in constant training to develop in himself freedom from partiality, than from the decision of men who have not had such special training. On these grounds he denies a stay for any of the prisoners. Mr. Knitzing, their counsei, proposes to apply to other judges to obtain a stay antil at least some of these questions can be heard by an appellate court.

INJUNCTION SUIT AGAINST AUGUSTIN DALY. Mrs. J. B. Crowe (Miss Kate Bateman) has brought suit against Augustin Daly to restrain the per-Fifth Avenue Theater, or at any theater under his control. Her complaint sets out that the original German play of Dr. Mosenthat, "Deborah," was translated and adapted to the English stage by Augustin Daly; that Daly sold his adaptation to her; that on Oct. 25 Daly was refused, yet on Nov. 22 he produced it under the name of "The New Leah," falsely pretending that it was a new adaptation of the original play. She charges that the injury to her by thus playing the plece, especially if played by an interior actress, will be irreparable; that her damages are already \$20,000, and the defendant is wholly able to meet such damages, and therefore prays that he be defrom exhibiting the play. The complaint is supported by